

(A) Federal Tax ID	(B) ADP - Category - Route	(C) Return Date	NEBRASKA FOOD DISTRIBUTION PROGRAM OFFERING REQUEST FORM	(D) Shipping Period
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1	(1) Description of Cases	(2) Case Size	(3) USDA Value Per Case	(4) Processing Charge	(5) Food Code Number	(6) Cases Offered	(7) Cases Requested
2							1
3							2
4							3
5							4
6							5
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							30

(E) RETURN TO: Nebraska Food Distribution Program P.O. Box 95044 Lincoln, Nebraska 68509-5044 Telephone: (402) 471-9291 or 471-9203	<table style="width:100%;"> <tr> <td style="width:50%; text-align: center;">*COMMITTED</td> <td style="width:50%; text-align: center;">NON-COMMITTED</td> </tr> <tr> <td colspan="2">(F) PAL:</td> </tr> <tr> <td colspan="2">Taken:</td> </tr> <tr> <td colspan="2">Balance:</td> </tr> </table>	*COMMITTED	NON-COMMITTED	(F) PAL:		Taken:		Balance:		<table style="width:100%;"> <tr> <td style="width:60%;">(8) Total Cases Requested</td> <td style="width:40%;"></td> </tr> <tr> <td colspan="2">(H) Recipient Agency</td> </tr> <tr> <td colspan="2" style="height: 100px;"></td> </tr> </table>	(8) Total Cases Requested		(H) Recipient Agency			
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Taken:																
Balance:																
(8) Total Cases Requested																
(H) Recipient Agency																
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> (G) Sign Here ▶ </div> <div style="width: 50%;"> Food Service Manager or Authorized Representative _____ Date _____ </div> </div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 5px;"> <div style="font-size: 0.8em;"> printed on recycled paper </div> <div style="font-size: 0.8em;">026-62-006</div> <div style="font-size: 0.8em;">FDP-115 Rev. 5/03 (06002) (Previous version 5/98 should be used first)</div> </div>																

EXHIBIT 1

INSTRUCTIONS FOR COMPLETING OFFERING REQUEST FORM

EXHIBIT 2

Column 1: Name of food offered. Asterisk (*) before food = Committed Processed Food, this food was committed to by your agency on the processing survey and must be taken during the current school year.

To the right of this column are C, B, and N's. This letter indicates the status of the food

C = Countable food these foods are purchased with this years entitlement dollar (PAL)—The USDA value (column 3) of these foods is subtracted from your agencies PAL

B = Bonus foods which are a one time purchase by USDA as a price support measure. The value of this food is NOT subtracted from any PAL.

N = Non-Countable foods, These foods were purchased with the previous years PAL dollars so this year they DO NOT count against the current PAL

Column 2: Case size shows contents. Example: 5/10# is equal to five bags each weighing 10 lbs.

Column 3: Case value is dollar value of food assigned by USDA.

Column 4: Processing charges "fee for service" - includes processor's labor costs, ingredients in product, other than the USDA product.

Column 5: Food Code number, Identification number used by the state.

Column 6: Lists **maximum** number of cases the recipient agency is eligible to receive. Additional amounts may be requested, these requests will be honored provided we have an adequate inventory of the item (s) and the agency has sufficient PAL.

Column 7: Cases Requested: Enter request in full number cases. Example: For a request of 7 cases, write 7, none is 0. Do not request partial cases or make requests in lbs. Please fill in all lines.

Column 8: Total Cases Requested: Please add the total number of cases you have requested in the space provided at the bottom of each page.

Block A: Federal Tax ID number

Block B: ADP - Average daily participation is the number of participants in your program, 18 years and under, that is used to figure the number of cases per item you are eligible to receive. Carrier and route numbers are assigned by the FDP office.

Block C: Return Date: Latest date this offering form can be received in the FDP office without affecting food ordered. Orders received after this date may not be honored.

Block D: Shipping Period: The month, by number, and year of next delivery.

Block E: Return address of this office for offering sheet -please use complete address.

Block F: PAL = Planned Assistance Level. Dollar amount guaranteed to be offered to your agency based on ADP from meals turned into Department of Education the previous year. This amount is divided into *Committed and Non-Committed.

*COMMITTED PAL = Dollar amount of food requested by R.A. from their processing survey. Completed in April of the previous year This includes the beef, pork, turkey and chicken.

NON-COMMITTED = Balance of PAL dollars minus *Committed Pal

TAKEN = Total dollar amount of food taken either *Committed or Non-committed.

BALANCE = Amount of PAL dollars remaining for the year.

Block G: Signature of Recipient Agency's Program Representative. Date offering request form was completed.

Block H: Recipient Agency's Address- check this block for accuracy, as it will be the mailing address used for all forms printed on the computer for your program.

If you have any questions about the offering request form contact the Food Distribution Program, (402) 471-9291, (402) 471-9203 or (402) 471-9244.

NEBRASKA FOOD DISTRIBUTION PROGRAM STRAIGHT BILL OF LADING

PAGE

(6) Invoice No. (7) Route Code

(1) Shipper - Pre-Paid
Food Distribution Program
Department of Health and
Human Services
Box 95044
Lincoln, NE 68509-5044
(402) 471-9291 or 471-9203

(2) Shipped From

(3) Carrier

(5) Consigned to Destination

(8) Federal Tax ID

(9) Recipient Agency Phone

(4) ALL DISCREPANCIES MUST BE ENTERED HERE

(10) Cases	(11) Commodity Description	(12) Case Size	(13) Commodity ID	(14) Case Rate	(15) Proc Chg	(16) Tot Item Weight	(17) Storage Rate	(18) Storage Chg	(19) Carrier Rate	(20) Carrier Chg
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(21) Total Cases	I have personally checked all food listed above upon delivery and it has been received in the correct amount and in good condition unless otherwise noted on the ORIGINAL Shipping Order in the appropriate space at the top of this invoice. Report all discrepancies to the Distribution Agency, phone (402) 471-9291 or 471-9203 * Not negotiable * Read terms and regulations on reverse side				(22) Total Processing Chgs \$	(23) Total Weight	(24) Total Warehouse Chgs \$	(25) Total Carrier Chgs \$		
							(26) PAL Used This Order	(27) TOTAL CHARGES \$		

Sign
Here

Signature and Title of Authorized Representative

Agency Name

Date

ORIGINAL SHIPPING ORDER

FDP-112 Rev. 6/01 (15001)
(Previous version 1/97 should be used first)

EXHIBIT 3


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NEBRASKA FOOD DISTRIBUTION PROGRAM BILLING STATEMENT

DATE	ITEM	NUMBER	COMMENTS	AMOUNT
(1) Tax ID Number	(2) Statement Number	(3) Amount Paid	Account Balance ►	
Date	(4) Check Number		Recipient Agency	

FOOD DISTRIBUTION PROGRAM
NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
P.O. BOX 95044
LINCOLN, NEBRASKA 68509-5044
PAYABLE WITHIN FIFTEEN DAYS • Return ONE Copy with Payment

FDP-108 Rev. 11/97 (34002)
 (Previous version 2/96 should be used first)


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ATTENTION

ALL PERSONNEL RECEIVING SHIPMENTS ARE REQUESTED TO FOLLOW THE PROCEDURES BELOW

- 1) VERIFY THAT EXACT PRODUCT, QUANTITY, AND PACK SIZE ARE THE SAME AS SHOWN ON BILL OF LADING**
- 2) VISUALLY CHECK CASES FOR SIGNS OF DAMAGE.
REJECT DAMAGED PRODUCT ONLY: ACCEPT UNDAMGED PRODUCT IN CASE OR BALE**
- 3) NOTE ALL SHORTAGES, DAMAGES, OR DISCREPANCIES IN BLOCK 4 OF THE BILL OF LADING BEFORE SIGNING.**
- 4) CALL FOOD PROGRAMS IF DISCREPANCIES CANNOT BE SATISFACTORY CLEARED.**

**THANKS FOR YOUR HELP! YOUR ATTENTION TO THESE
PROCEDURES WILL INSURE YOUR PROPER CREDIT.
NE Food Distribution Program, P.O. Box 95044, Lincoln, NE 68509
Phone: (402) 471-9291, (402) 471-9203, (402) 471-9244**

COMPLAINT FORM

USDA DONATED COMMODITIES

RECIPIENT AGENCY USE ONLY

RECIPIENT AGENCY NAME:

ADDRESS: (include street, city, state, and zip)

CONTACT PERSON:

TITLE:

PHONE #:

DATE:

COMMODITY:

CONTRACT #:

LOT #:

CASE/BOX #:

CAN CODE:

PACK DATE:

DATE RECEIVED:

AMOUNT RECEIVED

VENDOR:

LOCATION OF PRODUCT:

AMOUNT PRODUCT REMAINING:

REASON FOR COMPLAINT:

☐ Seeking Replacement ☐ For Information Only ☐ Isolated incident
☐ Other ☐ Vendor Response Requested

DESCRIPTION OF PROBLEM/COMPLAINT: (Hand written or typed)

STATE DISTRIBUTING AGENCY USE ONLY

D/O #:

N/D #:

DATE RECEIVED BY
STATE:DATE SENT TO REGIONAL
OFFICE:

USDA "Best If Used By" Dates For USDA-Distributed Commodities

The "Best If Used By" date is intended to tell you how long the product will retain best flavor or quality. The term is not a safety date; products kept past the "Best If Used By" date are not necessarily out of condition. Food products may be eaten after the "Best If Used By" date if the product has been properly stored, handled, and the primary container is in good condition. The inventory control method of first in-first out should always be practiced in managing commodity inventories.

"Best If Used By" Dates for Frozen Commodities

Group A	
Fruit:	At 0 degrees F or below*:
Apple Slices, Frozen	18 months
Blackberries, Frozen	18 months
Blueberries, Frozen	18 months
Cherries, Frozen	24 months
Orange Juice, Frozen	24 months
Orange Juice, Single-Service Cartons, Frozen	9 months
Peaches, Frozen	18 months
Strawberries, Sliced, IQF, Frozen	15 months
Vegetables:	At 0 degrees F or below*:
Carrots, Frozen	24 months
Corn, Frozen	24 months
Corn, Cobbetts, Frozen	9 months
Peas, Green, Frozen	14 months
Potato, Oven Type, Frozen	12 months
Potato, Rounds, Frozen	12 months
Potato, Wedges, Frozen	12 months
Meat/Meat Alternates:	At 0 degrees F or below:
Beef, Ground, Bulk, Frozen	9 months
Beef, Patties 100% w/VPP & Lean, Frozen	4 months
Beef Roasts, Frozen	12 months
Chicken Parts, Cooked, Breaded, Frozen	4 months
Chicken, Leg Quarters, Frozen	8 months
Chicken, Cut Up, Frozen	8 months
Chicken Meat, Cooked, Diced, Frozen	6 months
Eggs, Frozen, Whole	1 year
Ham, Cooked, Boneless, Frozen	1-2 months
Pork, Ground, Frozen	9 months
Turkey, Ground, Frozen	3 months
Turkey Ham, Frozen	4 months
Turkey Roast, Frozen	7 months
Turkey, Whole, Frozen	9 months

* All frozen products must remain at 0 degrees Fahrenheit or below until they are ready to be used. Store food off of the floor and away from walls to allow for circulation of cold air. Temperature changes shorten shelf life and speed deterioration.

"Best if Used By" Dates for Dry Commodities

Group A	At:	At:	At:
Fruit:	40 degrees F	70 degrees F	90 degrees F
Applesauce, caned	48 months	24 months	12 months
Apple Slices, canned	48 months	24 months	12 months
Apricots, canned	48 months	24 months	12 months
Cherries, canned	36 months	18 months	9 months
Date Pieces	Refrigerate for up to 5 mos. Freeze for up to 1 year.		
Mixed Fruit, canned	48 months	24 months	12 months
Peaches, canned	48 months	24 months	12 months
Pears, canned	36 months	18 months	9 months
Pineapple, canned	48 months	24 months	12 months
Plum/Prune Puree	Store in a cool, dry area. use within 9 mos. of delivery.		
Raisins, Seedless	18 months	9 months	5 months
Vegetables:			
Beans, Vegetarian, canned	48 months	24 months	12 months
Beans, Dry, canned	72 months	36 months	18 months
Beans, Green, canned	48 months	24 months	12 months
Corn, canned	72 months	36 months	18 months
Peas, canned	72 months	36 months	18 months
Salsa, canned	48 months	24 months	12 months
Sweet Potatoes, canned	48 months	24 months	12 months
Tomato Paste, canned	36 months	18 months	9 months
Tomato Products, canned	48 months	24 months	12 months
Meat/Meat Alternates:			
Poultry, canned	60	36 months	18 months
Egg Mix, Dry	Store in cool, dry place; use within 12-15 months.		
Cheeses	*	*	*
Salmon, Pink, canned	72 months	36 months	18 months
Tuna, canned	72 months	36 months	18 months
Group B			
Bakery Mix (Reg. and Lowfat)	12 months	6 months	3 months
Flour, all types	24 months	12 months	6 months
Pasta Products	72 months	36 months	18 months
Peanut Butter(Reg. and Lowfat)	36 months	18 months	9 months
Vegetable Shortening	48 months	24 months	12 months
Vegetable Oil	24 months	12 months	6 months

* Processed American and Cheddar Cheese can be kept for 18 months at a constant 32 degrees F in the original packages. After opening, they can be kept well wrapped at 30-35 degrees F for 3-4 weeks. Mozzarella Cheese can be frozen at 0 degrees F for one year in its original package. After opening, it can be kept well wrapped at 30-35 degrees F for 3-4 weeks. Lite Mozzarella Cheese is best used within 5 months when stored between 38 and 42 degrees F in its original package.

FOOD DISTRIBUTION PROGRAM

FORM FDP-CN-1 Rev. 5/98(05014)

EXHIBIT 8

APPLICATION AND AGREEMENT FOR CHILD NUTRITION PROGRAMS

RECIPIENT AGENCY			
Legal ID Number	Legal Name or District Number of Recipient Agency		Office Telephone Number
FOR OFFICE USE ONLY Category	Street Address or Route Number (Do not use private home address)		P.O. Box Number
	City	State	ZIP Code
	Authorized Representative		Title
	Name of Food Service Manager		Kitchen Telephone Number
Carrier			

MAILING INSTRUCTIONS: Return BOTH copies to the state address indicated on the last page. One (1) approved copy will be returned to you for your records.

AGREEMENT PERIOD: All agreements will be permanent (see Page 2, Number 15, for termination) with addendums as needed.

DEFINITION OF TERMS: In accordance with the agreement between the State of Nebraska Health and Human Services System and the United States Department of Agriculture (USDA), the above-named Recipient Agency, hereinafter referred to as RA, hereby makes application for food furnished by the USDA to Nebraska Health and Human Services, Food Distribution Program, hereinafter referred to as FDP, and agrees to the following terms and conditions.

The RA named above is one that operates a nonprofit feeding program as provided in the Child Nutrition Act of 1966 and/or the National School Lunch Act, as amended, any public or private nonprofit school of high school grade or under, summer food service program, or any public or licensed nonprofit private residential child/adult care institution as defined in PL 94-105 of 1976 and amended, or for-profit child-care centers that receive compensation for child care under Title XX of the Social Security Act for at least 25 percent of the children enrolled. The food received under the terms of this Application-Agreement will be used for the benefit of children of high school grade and under and eligible adults in the child/adult care feeding program, who are participating in such program(s) being operated by the RA listed in Section 20 of the Agreement.

IN REQUESTING AND ACCEPTING DONATED FOOD, THE RA AGREES:

1. The Food Distribution Program Handbook of Instructions will be read and compliance with all requirements outlined in said book shall be met; this copy will remain accessible to those charged with responsibilities in working with this program.
2. To request and accept available USDA food on the basis of utilization so as not to overstock to the point of food value loss or spoilage. **IMPORTANT:** When it is found that the RA has requested items in excess of utilization without spoilage, or loss of food value, it is agreed that the RA may be required to reimburse the FDP at their established value or make satisfactory adjustment as recommended by the FDP. Food found in excess during an administrative review by the FDP can be taken at that time by the reviewer or if a transfer of such food requires shipment by common carrier, the charges to the point designated by the FDP shall be paid by the original RA.
3. That according to this Agreement food received will be used **SOLELY** for the benefit of those children and eligible adults in the child/adult care feeding program served or assisted by the RA. Recipient agencies or others persons to whom donated foods are delivered by the distributing agency are responsible to the distributing agency for any improper distribution or use of donated foods or for any loss of, or damage to donated foods caused by their fault or negligence. Recipient agencies have and preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling or distribution and will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to donated foods according to Part 250.12(b)(1-4)

A food service company will not be employed without notification to the FDP. A copy of any agreement with a food service company shall be submitted to the FDP for approval prior to shipment of USDA commodities.

UNDER NO CIRCUMSTANCES will USDA food be sold, traded, disposed of, or used off the premises of the RA as indicated this Agreement without prior approval from the FDP.

USDA food will not be processed commercially into a different end product without prior approval by the FDP. If such approval is granted and RA enters into a processing contract to supply USDA food to a processor from its inventory, the RA shall be fully accountable for all USDA foods so delivered and shall keep accurate records of quantities delivered to the processor, quantities returned from the processor in the form of finished products, and the processor's current inventory available for processing. All records shall be maintained in accordance with Page 2, Section 12, of this Agreement.

The use of any USDA food by ineligible recipients constitutes damage to the government under the law. It will be necessary for the RA to make satisfactory settlement with the FDP for the illegal use of such food.

4. To assume and accept all liability and responsibilities for the proper storage of USDA food in RA's possession at all times, and to furnish proper storage facilities as recommended by the FDP. Refrigeration/freezer thermometers **MUST** be checked daily. The FDP and USDA are authorized to inspect, at any reasonable time, the food and the storage facilities. The RA agrees to keep its storage facilities as follows: clean, orderly, and free from contamination; locked to secure food against theft and damage; supplied with accurate thermometers, drainage, and suitable ventilation; maintained with specified temperatures for all foods; and stocked correctly by using all items on the basis of first in-first out. If the recommended storage is not available within the RA's own buildings, it will be permissible to remove the food from the premises for the purpose of providing proper storage in local commercial locker plants, in which case there must be a written agreement that covers loss of food. **WARNING: DO NOT STORE FOOD WITHIN PRIVATE HOMES.**
5. To report to the FDP all food losses stating the circumstances under which they occurred. When food becomes unfit for human consumption or other loss occurs through some fault or negligence on the part of the RA, the RA shall make restitution for the value of the food as determined by the FDP. It is recommended that the RA have insurance coverage.
6. That normal food expenditures will not be reduced because of the receipt of USDA food, nor will USDA foods be taken into consideration when preparing the RA's food budget.
7. That any time the number of reimbursable meals within the lunch program changes, more than twenty (20) percent, the RA may ask for a review of their Planned Assistance Level (PAL).
8. That if a common kitchen is used in the preparation of meals for eligible children/adults and staff employees, no segregation of USDA food is necessary.
9. That no food will be used in home economics classes, workshops, demonstrations, or tests without prior approval from the FDP.
10. That it is the RA's responsibility to verify the kinds, quantities, and condition of all food received from the warehouse and/or carrier at the time of receipt and to acknowledge by signed receipt. When discrepancies exist, they must be notated on the original copy of the invoice (Block No. 4). RA will notify the FDP at once of any unresolved discrepancies that occur when food is delivered.
11. That payment should be made within fifteen (15) days after receipt of billing from FDP (not from the invoice) of all charges which will include administrative, warehousing, transportation, and processing charges that may occur in the purchase, receipt, and distribution of foods.
12. To maintain true and accurate records pertaining to all transactions relating to the receipt, inventory, and disposal of food. Such records, including financial records, shall be retained by the RA for a period of three (3) years, dating from the close of the federal fiscal year to which they pertain, and shall be available during such period for inspection by representatives of the FDP or the USDA at any reasonable time or place, and even though there is a change of personnel, these records are to remain within the office of said RA: (a) copy of this Agreement; (b) Offering Sheets; (c) copies of all Invoices for USDA food; (d) Nebraska Food Distribution Program Handbook of Instructions; (e) copy of any contract with a food service management company for the preparation of meals including USDA food; (f) copy of any processing contracts which involve the use of USDA food; (g) FDP Newsletters; and (h) Processing Commitment Surveys. In instances when claim action or audit findings have not been resolved, the records shall be retained as long as required for the resolution of such action or findings.
13. That whenever the representative who signed this Agreement for the RA is replaced, the officials of the RA will immediately advise the FDP of said change in administration.
14. To indemnify and hold harmless the State of Nebraska, its departments, officers, agents, agencies, and employees from any and all claims, demands, damages, costs, expenses, actions, and causes of action arising out of any act or occurrence pertaining to the performance of this contract, including the storage, use, and distribution of any federally donated foods, received hereunder, by the RA, its officers, agents, and employees. This indemnification agreement shall survive the termination of this contract, as hereinafter provided, as to any acts of occurrences performed or to be performed hereunder.
15. That either the RA or FDP may terminate this Agreement by giving a thirty(30)-day notice in writing to the other party. The FDP may cancel this Agreement immediately upon receipt of evidence that the terms and conditions thereof have not been fully complied with. Subject to such notice of termination or cancellation of the Agreement, the RA agrees to comply with instructions of the FDP--either to distribute all remaining USDA food in accordance with the provisions of this Agreement or to return such inventories to their distribution outlet upon written authorization as requested by the FDP--**no USDA food will be transferred or destroyed without written permission from the FDP**--and to submit such reports as are required by the FDP to record final distribution of such inventories. All expenses of the transfer or return of food shall be borne by the RA. This is in accordance with regulations assuring the FDP of accountability.
16. From time to time the FDP enters into agreements with commercial firms, hereinafter called Processors, and furnishes

them certain USDA foods to incorporate into different end products for the purpose of delivering these products to the RA at a savings of the value of the USDA food(s) utilized. The Processors have agreed that all USDA food, incorporated in their products, will be furnished at no cost to the RA, and the value of all USDA food will be reflected as a credit in the net cost to the RA.

virtue of this section of the Agreement, RA becomes a party to those processing agreements which have been approved, the FDP in which the RA chooses to participate. This in no way constitutes an obligation by RA to participate in any processing agreement but simply, provides the authorization for such participation.

RA agrees that it will maintain records of all products purchased under these processing agreements in accordance with Page 2, Section 12.

If an RA chooses to supply the USDA food(s) from its own inventory to a Processor, it shall be done only in compliance with Page 1, Section 3.

To promise the FDP to initiate legal action against any food processor who appears to have failed to perform under any agreement made by the RA with such food processor for the purpose of processing the federally donated foods given to the RA under this contract.

17. 20% Refusal Provision--Amendment to Food Distribution Regulations--Any RA participating in the Child Nutrition Program under the National School Lunch Act as amended may refuse at the time they are offered (not at the time of delivery) USDA foods offered for delivery for lunches in any school year if such USDA foods cannot be used effectively. The RA may receive in lieu of the refused USDA foods other USDA foods, to the extent other USDA foods are available to the state during the school year provided, however, that no more than 20% of the value of the USDA foods offered to the RA during the school year shall be subject to replacement with other available USDA foods. (RA may turn down 20, 40, or even 100% of the USDA foods offered their program. However, the FDP normally does not have other USDA foods with which to replace those refused. USDA has stated it will not purchase additional foods beyond the annually programmed level of assistance to each state.)

18. This contract will not be considered valid until RA's application with the Nebraska Department of Education, Child Nutrition Division has been approved for participation in the Child Nutrition program.

19. Civil Rights Compliance

A. The RA assures the USDA and the FDP that it now complies with, and shall in the future comply with, all requirements imposed by or, pursuant to, the Civil Rights Act of 1964 and USDA regulations 7 CFR 15, including any subsequent amendments, issued to effectuate that Act. Compliance will be consistent with the objective that no discrimination will occur under any program or activity of the RA to which assistance is provided by the USDA. Admission policies are understood and agreed to by the RA, to be part of such programs and activities. The RA agrees to be obligated by this assurance as long as it receives assistance provided by USDA or the FDP. Should the RA fail to comply with this assurance, the USDA or the FDP shall have the right to seek its enforcement by judicial or any other means authorized by law. Federal financial assistance is extended under this Agreement in reliance on the representation made herein.

Any termination of this Agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.

B. Non-Discrimination: The RA agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans with Disabilities Act of 1990, P.L. 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The RA agrees that no qualified person with a disability shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the RA. The RA further agrees to insert similar provisions in all subcontracts for services allowed under this Agreement under any program or activity.

C. Lobbying: (1) If the RA receives federal funds through the Department, for full or partial payment under this contract, then no federal appropriated funds will be paid, by or on behalf of the RA, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement or (a) the awarding of any federal contract; (b) the making of any federal grant; (c) the entering into any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the RA

shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- D. Research: The service provider may not engage in research utilizing the information obtained through the performance of this contract without express written consent of the Director of Nebraska Health and Human Services.

RECIPIENT AGENCY PLEASE COMPLETE

20. Programs to be served:

A. First day of food service _____ and last day _____ for this fiscal year or school year approved. This program operates year-around _____ yes _____ no.

B. How many days per month do you serve breakfast? _____ lunch? _____ supper? _____

C. What was the average daily participation last school year for breakfast? _____ for lunch? _____ for supper? _____

D. If any of your feeding programs are operating under a fee, concession, or contract with a food service company or similar circumstances, please list the company(ies). **Please forward copy of the contract(s) to this office.**

E. If any foods are stored any place(s) other than in the buildings listed below, give the name and address of each storage facility.

21. Name and City of Each Participating Site (If more space is needed, please attach a list.)	Programs Operating*			Type of Service by Building*			
	Breakfast	Lunch	Supper	Kitchen**	Satellite	Other Program***	Food Service Company

Please place a checkmark in each of the categories applicable to your feeding program.

Kitchen: check only if meal is prepared there.

*** Other Program: check only if providing meals to a different program (i.e., school providing meals to a child care center).

VERIFICATION: I, the authorized representative of the RA, hereby certify that I have carefully read and understand the contents of this Agreement, will abide by its terms, and that the information submitted herein is true and correct in all respects and records are available to support it.

Signed _____
Signature of RA Authorized Representative Title Date

Return to: **Food Programs, HHS Services, P.O. Box 95044, Lincoln, NE 68509-5044**

FOOD DISTRIBUTION PROGRAM USE ONLY

Signed _____
Signature of Nebraska Food Distribution Supervisor Date Approved

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

FOOD DISTRIBUTION PROGRAM

EXHIBIT 9

FORM FDP-CI-1 Rev. 5/98 (05013)

APPLICATION AND AGREEMENT FOR CHARITABLE INSTITUTIONS

Agreement between State Food Distribution Agency and Recipient Agency for food furnished by the United States Department of Agriculture in accordance with USDA (FNS) Instructions 706-1

RECIPIENT AGENCY					
For Office Use Route	Legal Name			Office Telephone Number	
	Street Address or P.O. Box Number		City	State	ZIP Code
Total Meals	Type or Print Name of Food Service Supervisor				
	Type or Print Name of Recipient Agency Authorized Representative				
SPONSOR AGENCY (Entry Required) - Governmental or Private Agency					
Eligibles Approved	Legal Name			Office Telephone Number	
	Street Address or P.O. Box Number		City	State	ZIP Code

MAILING INSTRUCTIONS: Return BOTH copies to the state address indicated on the last page. One (1) approved copy will be returned to you for your records

AGREEMENT PERIOD: All agreements will be permanent (See Page 2, Number 12, for Termination) with amendments as needed.

ELIGIBILITY CRITERIA: ACCORDING TO THE TERMS OF THIS AGREEMENT, A CHARITABLE INSTITUTION MUST MEET THE FOLLOWING CRITERIA: A THROUGH E; ELIGIBLE ADULT CORRECTIONAL INSTITUTIONS MUST ALSO MEET F.

A. It MUST be public or private, nonprofit, and tax-exempt. A public charitable institution is one which is supported by a governmental agency at the state, federal, county, or local level. A privately sponsored institution is one which is nonprofit and exempt from federal income tax under the Internal Revenue Code, as amended.

B. Its primary purpose MUST be non-educational. Vocational training programs, for persons with physical or mental disability or for those who are economically disadvantaged, which are not considered to be a part of the school system within the state may be considered to be rehabilitative rather than educational and, therefore, may receive donated foods as charitable institutions.

C. It MUST be organized for charitable or public welfare purposes and must provide continuing services in the same place without marked change. It must provide an established, ongoing, and charitable service.

D. It MUST provide regular meal service. A charitable institution must serve meals rather than redistribute foods in the forms donated or allow inmates to prepare their meals individually.

E. It MUST be non-penal. (See F.)

F. An adult correctional institution must conduct rehabilitation programs that are:

1. Available to either a majority of the total inmate population (including inmates awaiting trial or sentencing) or to a majority of sentenced inmates;

2. Of sufficient scope to permit participation for a minimum of ten (10) hours per week per inmate by either a majority of the total inmate population or a majority of sentenced inmates.

Rehabilitative program means any continuing activity conducted or approved by authorities of correctional institutions for the purpose of usefully restoring inmates to society through education, vocational training, employment, counseling services, and health therapy.

INELIGIBLE INSTITUTIONS INCLUDE:

A. Penal and correctional institutions for adults that do not meet criteria listed above in F.

B. Educational institutions which are recognized as schools by state educational authorities or which issue academic credits, are primarily educational and, therefore, ineligible.

C. Institutions which participate in a USDA Child Nutrition Program. (It is possible that part of an institution--e.g., the children's wing of a long-term care hospital--may participate in a Child Nutrition Program while the main body of the outlet qualifies as a charitable institution.

DEFINITION OF TERMS: In accordance with the agreement between the State of Nebraska Health and Human Services System and the United States Department of Agriculture (USDA), the aforementioned Recipient Agency, hereinafter referred to as RA, hereby makes application for food furnished by the USDA to the Nebraska Food Distribution Program, hereinafter referred to as the FDP, and agrees to the following terms and conditions.

I. THE RA IS: (Check one in each section)

1. ☐ Federal ☐ State ☐ County ☐ City ☐ Private
2. ☐ A. Nursing Home or Home for Aged
☐ B. Hospital; Type _____
☐ C. State Institution
☐ D. Correctional Facility
☐ E. Halfway House or Transient Feeding
☐ F. Home Delivered Meals
☐ G. Other (Specify) _____

II. IN REQUESTING AND ACCEPTING DONATED FOOD, THE RA AGREES:

1. The Food Distribution Program Handbook of Instructions will be read and compliance with all requirements outlined in said book shall be met; this copy will remain accessible to those charged with responsibilities in working with this program.

2. To request and accept available USDA food on the basis of utilization so as not to overstock to the point of food value loss or spoilage.

IMPORTANT: When it is found that the RA has requested items in excess of utilization without spoilage or loss of food value, it is agreed that the RA may be required to reimburse the FDP at their established value or make satisfactory adjustment as stipulated by the FDP. Food found to be in excess during an administrative review by the FDP can be taken at that time by the reviewer. If a transfer of such food requires shipment by common carrier, the charges to the point designated by the FDP shall be paid by the original RA.

3. That according to this Agreement food received will be used **SOLELY** for the benefit of those eligible to be served or assisted by the RA. **UNDER NO CIRCUMSTANCES** will USDA food be sold, traded, disposed of, or used off of the premises of the RA as indicated in this Agreement without prior approval from the FDP.

A food service company will not be employed without notification of the FDP. Approval of the food service agreement by the FDP or the USDA is required before shipment of USDA commodities to the RA.

USDA food will not be processed commercially into a different end product without prior approval by the FDP. If such approval is granted and RA enters into a processing contract to supply USDA food to a processor from its inventory, the RA shall be fully accountable for all USDA foods so delivered and shall keep accurate records of quantities delivered to the processor, returned from the processor in the form of finished products, and the processor's current inventory available for processing. All records shall be maintained in accordance with Page 3, Section 9 of this Agreement.

The use of any USDA food by ineligible recipients constitutes damage to the government under the law. It will be necessary for the RA to make satisfactory settlement with the FDP for the illegal use of such food.

4. To assume and accept all liability and responsibilities for the proper storage of USDA food at all times, and to furnish proper storage facilities as recommended by the FDP. Refrigeration/freezer thermometers must be checked daily and always after a power outage.

The FDP and USDA are authorized to inspect, at any reasonable time, the food and the storage facilities. The RA agrees to keep their storage facilities clean, orderly, and free from contamination; locked to secure food against theft and damage; install thermometers, dunnage, suitable ventilation; provide specified temperatures for all foods; and use all items on the basis of first in-first out.

If the recommended storage is not available within the RA's own buildings, it will be permissible to remove the food from the premises for the purpose of providing proper storage in local commercial locker plants, in which case there must be a written agreement that covers any loss of food. **WARNING: DO NOT STORE FOOD WITHIN PRIVATE HOMES.**

5. The RA will report to the FDP all food losses stating the circumstances under which they occurred. The RA must obtain permission before disposing of USDA food. When food becomes unfit for human consumption or other loss occurs through some fault or negligence on the part of the RA, the RA shall make restitution as determined by the FDP. It is recommended that the RA have insurance coverage.

6. That if a common kitchen is used in the preparation of meals for patients and staff, no segregation of USDA food is necessary.

7. That it is the RA's responsibility to verify the kinds, quantities, and condition of all food received from the warehouse and/or trucker at the time of receipt and to acknowledge by signed receipt. When discrepancies exist, they must be notated on the original copy of the invoice (Block 4); RA will notify the FDP at once of any unresolved discrepancies that occur when food is delivered.

8. That payment should be made within fifteen (15) days after receipt of billing from FDP (not from the invoice) of all charges which will include administrative, processing, warehousing, and transportation charges that may accrue in the purchase, receipt, and distribution of foods.

9. To maintain true and accurate records pertaining to all transactions relating to the receipt, inventory, and disposal of food. Such records, including financial records, shall be retained by the RA for a period of three (3) years, dating from the close of the federal fiscal year to which they pertain, and shall be available during such period for inspection by representatives of FDP or the USDA, at any reasonable time or place, and even though there is a change of personnel, these records are to remain within the office of said RA: (a) copy of this Agreement; (b) Offering Sheets; (c) copies of all Invoices for USDA food; (d) Perpetual Inventory records; (e) Food Distribution Program Handbook of Instructions; (f) copy of any contract with a food service management company for the preparation of meals containing USDA food; (g) copy of any processing contracts which involve the use of USDA food; and (h) data and method used to determine the number of needy persons served including records which show the portion of the charitable institution's operating costs which were derived from tax funds, tax-exempt contributions, or other welfare funds, in compliance with Part III, Section 2, Page 5.

10. That whenever the representative who signed this Agreement for the RA is replaced, the officials of the RA will immediately advise the FDP of said change in administration.

11. That normal food expenditures will not be reduced because of the receipt of USDA food, nor will USDA food be taken into consideration in preparing the RA's regular institution food budget.

12. From time to time the FDP enters into agreement with commercial firms, hereinafter called Processors, and furnishes them certain USDA foods to incorporate into different end products for the purpose of delivering these products to RA at a savings of the value of the USDA foods utilized. The Processors have agreed that all USDA food, incorporated in their products, will be furnished at no cost to the RA, and the value of all USDA food will be reflected as a credit in the net cost to the RA.

By virtue of this section of this Agreement, RA becomes a party to those processing agreements which have been approved by the FDP in which the RA chooses to participate. This in no way constitutes an obligation by RA to participate in any processing agreement but, simply, provides the authorization for such participation.

RA will maintain records of all products purchased under these processing agreements in accordance with Page 3, Section 9.

If RA chooses to supply the USDA foods from its own inventory to a Processor, it shall be done only in compliance with Page 2, Section 3.

RA will promise the FDP to initiate legal action against any food processor who appears to have failed to perform under any agreement made by the RA with such food processor for the purpose of processing the federally donated foods given to RA under this contract.

13. That either the RA or the FDP may terminate this Agreement by giving a 30-(thirty-)day notice in writing to the other party. The FDP may cancel this Agreement immediately upon receipt of evidence that the terms and conditions thereof have not been fully complied with. Subject to such notice of termination or cancellation of the Agreement, the RA agrees to comply with instructions of the FDP—either to distribute all remaining USDA food in accordance with the provisions of this Agreement or to return such inventories to their distribution outlet upon written authorization from the FDP—**no USDA food will be transferred or destroyed without written permission from the FDP**—and to submit such reports, as are required by the FDP, to record final distribution of such inventories. All expenses of the transfer or return shall be borne by the RA. This is in accordance with regulations assuring the FDP of accountability.

14. Civil Rights Compliance

A. RA assures the USDA and the FDP that it now complies with and shall in the future comply with all requirements imposed by or pursuant to the Civil Rights Act of 1964 and the USDA regulations (7 CFR Part XV), including any subsequent amendments, issued to effectuate that act. Compliance will be consistent with the objective that no person in the United States shall, on the grounds of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity of recipient agency to which assistance is provided by the USDA. Admission policies are understood and agreed to be a part of such programs and activities by RA. Recipient agency agrees to be obligated by this assurance as long as it receives assistance hereunder or retains possession of any assistance provided by the USDA or the FDP shall have the right to seek its enforcement by judicial or any other means authorized by law. Federal financial assistance is extended under this Agreement and relies on the representations made herein. Any termination of this Agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.

By accepting this assurance, recipient agency agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of Title VI and permit authorized USDA personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the recipient agency, its successors, transferees, and assignees as long as it receives assistance or retains possession or any assistance from the department. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the program applicant.

Brochures, news articles, magazines, bulletins, and other forms of communication, including contracts or agreements, used to describe the RA's meals program or admission and recruitment policies and procedures must include the following statement:

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964. USDA is an equal opportunity provider and employer.

Charitable institutions are required to notify the public at least every two (2) years, with an emphasis on minority and grassroots organizations, of program availability, nondiscrimination provisions and procedures for filing a complaint. (Not applicable for correctional institutions or hospitals.)

B. Non-Discrimination: The RA agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans with Disabilities Act of 1990, P.L. 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The RA agrees that no qualified person with a disability shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the RA. The RA further agrees to insert similar provisions in all sub-contracts for services allowed under this Agreement under any program or activity.

15. Lobbying: (1) If the RA receives federal funds through the department, for full or partial payments under this contract, then no federal appropriated funds will be paid, by or on behalf of the RA, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement or (a) the awarding of any federal contract; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement the RA shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

RECIPIENT AGENCY PLEASE COMPLETE

16. Please check yes or no to the following:

A. During preceding fiscal year, recipient agency received \$300,000 or more in federal financial assistance (see Section V, Page 6).

B. Internal Revenue Code 501(c)(3) status.
(This is not your Federal I.D. Number.)

(If yes, a copy of the letter from the Internal Revenue Service must be on hand for review. Also, please provide this office with a copy of the letter if you are entering into an FDP Agreement for the first time.) Not applicable if supported by a governmental agency.

C. Food Service Company contract or processing contract (see Section II, Paragraph 3, Page 2). (If yes, please provide this office with a copy.)

D. Space within your own building to safely store a 120-day supply of dry food items.

E. Space within your own building to safely store a 120-day supply of items requiring refrigeration.

F. If no to either D or E, please explain and give location where food will be stored:

Yes

No

—

—

—

—

—

—

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17. Check type of meals served daily: Breakfast _____ Lunch _____ Dinner _____

18. Number of Agency operating days per week: _____

19. Number of Meals on Wheels operating days per week: _____

20. Average number of ALL residents served daily: _____ (do not count employees)

21. Research: The service provider may not engage in research utilizing the information obtained through the performance of this contract without express written consent of the Director of Nebraska Health and Human Services.

22. RA agrees to indemnify and hold harmless the State of Nebraska, its departments, officers, agents, agencies, and employees from any and all claims, demands, damages, costs, expenses, actions, and causes of action arising out of any act or occurrence pertaining to the performance of this contract, including the storage, use and distribution of any federally donated foods received hereunder by the RA, its officers, agents, and employees. This indemnification agreement shall survive the termination of this contract, as hereinafter provided, as to any acts or occurrences performed or to be performed hereunder.

III. DETERMINING THE NUMBER OF NEEDY PERSONS SERVED:

1. **General criteria of need.** For purposes of determining the number of needy persons served (extent of eligibility) in a charitable institution, a person may be considered needy if he or she does not participate in any USDA Child Nutrition Program conducted within the charitable institution and meets one of the following criteria:

A. He or she is eligible to receive a grant under the federally aided public assistance program of Aid to Families with Dependent Children or under any state or local general assistance program.

B. He or she would be eligible to receive such a grant or would be eligible to participate in USDA food assistance for needy households (Food Stamp Program) if he/she were not a resident of the charitable institution.

C. He or she is otherwise in need of food assistance because of his/her inability to pay for the actual cost of providing the services he/she receives.

2. **Method of determining the extent of eligibility.** The number of needy persons for which a charitable institution is eligible to receive donated foods shall be determined on the basis of the criteria set for in Subparagraphs A or B below.

A. In charitable institutions where services are provided to each person either at no charge or at a charge which is less than the actual cost of providing the services, it may be assumed that all persons served have already been determined to be needy by the institution's admissions policies. The extent of eligibility in such an institution shall, therefore, be based on the average daily number of persons served during a period of one (1) year who do not participate in any USDA Child Nutrition Program conducted within the institution.

B. In charitable institutions where those persons who are financially able are required to pay the full amount of charges which equal or exceed the cost of the services provided, the extent of eligibility shall be determined on the basis of:

(1) The actual number of persons served during a period of one (1) year who do not participate in a Child Nutrition Program conducted within the institution and who have been determined by institutional authorities to be financially unable to pay the full amount of the charges assessed or have been determined to be economically needy by a state or local public or private welfare agency which makes payments including Medicaid payments (under Title XIX, Social Security Act), on their behalf; or

(2) The number of persons computed by multiplying the average number of persons served over a period of one (1) year by the percentage of the institution's operating funds which were derived during that period from public tax sources, private welfare source, or tax-exempt contributions. The following payments shall not be considered to be derived from such sources:

(a) Medicaid payments (under Title XVIII, Social Security Act);

(b) Reimbursement for meals or other financial assistance provided under the National School Lunch Act or Child Nutrition Act of 1966.

C. Adult correctional institutions which conduct rehabilitative programs in which a majority of inmates participate in at least ten (10) hours weekly are eligible to receive USDA foods as charitable institutions. All inmates in correctional institutions may be considered to be in need of food assistance by virtue of having been removed from any legitimate means of livelihood.

Please indicate by circling which method from above you have used to determine eligibility as per Sect. III, 2:

2-A

2-B-(1)

2-B-(2)

2-C

IV. PLEASE COMPLETE THE FOLLOWING:

1. Indicate the **actual number of meals provided** by your institution for the last twelve months, for **those persons who meet the criteria in Section III**. The institution is eligible to receive USDA food **only** for persons who come under those definitions.

Institutions that are also participating in the National School Lunch Program or School Breakfast Program must, when requesting foods as a charitable institution, exclude the number of children participating in any Child Nutrition Program conducted within the institution in determining the number of needy persons served.

Month	Total Meals Served Per Month to Eligible Persons		Month	Total Meals Served Per Month to Eligible Persons	
	Regular Meals	/ Meals on Wheels		Regular Meals	/ Meals on Wheels
July,			January,		
August,			February,		
September,			March,		
October,			April,		
November,			May,		
December,			June,		
			TOTAL MEALS		

TOTAL REGULAR MEALS _____ divided by 12 = _____ divided by 90 = _____ Eligible
TOTAL MEALS ON WHEELS MEALS _____ divided by 12 = _____ divided by days of the month
served) = _____ Eligibles

V. THE RA WILL CONDUCT AUDITS AS REQUIRED BY OMB (Office of Management and Budget) Circular A-133 (or subsequent issuances) and submit copies of the audit reports to the Nebraska Food Programs when \$300,000 or more in federal financial assistance is received during any fiscal year. This includes the value of USDA foods provided to the RA.

Recipient agencies which fail to have required audits and/or submit copies of the audits to Food Programs WILL BE SUSPENDED after a thirty-(30-)day written notice from Nebraska Food Programs.

VI. BE ADVISED THAT IF YOUR ORGANIZATION WRITES A PROCUREMENT CONTRACT involving \$300,000 or more in federal funds; or, if you have a contract written to conduct a federally required audit; or, if you enter into a food processing contract to process USDA commodities; certain debarment and suspension regulations go into effect and Food Programs should be contacted for guidance.

VII. CERTIFICATION:

I certify that I have carefully read and understood the contents of this Agreement, will abide by its terms, and that the information submitted herein is true and correct in all respects; records are available to support the information.

If this agency is a private institution, I hereby declare it to be federally tax-exempt under the Internal Revenue Code, Section 501(c)(3). If at a later date it is found that the institution does not meet this criteria it will be considered a violation of federal regulations and subject thereto.

Signed _____

Signature of RA Authorized Representative

Title

Date

Return to: **Food Programs, HHS Services, P.O. Box 95044, Lincoln, NE 68509-5044**

FOOD DISTRIBUTION PROGRAM USE ONLY

Signed _____

Signature of Nebraska Food Distribution Supervisor

Title

Date

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202)720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

FOOD DISTRIBUTION PROGRAM SCHEDULE A - FCS (FD) INSTRUCTIONS 706-3

To be Completed by Correctional Institutions or Any Agency Satelliting to a Correctional Facility

Under the Food Distribution Program Regulations, FCS (FD) Instructions 706-3, distribution to additional domestic outlets, have reinstated donations of food to those adult correctional institutions providing rehabilitative programs (including county and municipal correctional institutions) which can be characterized as charitable institutions. The following guidelines are provided to assist the institutions themselves in evaluating the activities which may be considered to be rehabilitative for purposes of determining their eligibility to receive donated foods.

I. DEFINITIONS

A. Adult correctional institution means:

1. A public, tax-supported, residential institution for the confinement and rehabilitation of sentenced adult offenders.
2. A public or private, nonprofit residential halfway house or prerelease center, which provides rehabilitative services to sentenced adult offenders or ex-offenders.

B. Rehabilitative program means any continuing activity conducted or approved by authorities of correctional institutions for the purpose of restoring inmates usefully to society through education, vocational training, employment, counseling services, and health therapy.

II. POLICY

A. Eligibility: Adult correctional institutions which conduct rehabilitative programs in which a majority of the total inmate population participates at least ten (10) hours per week per inmate are eligible to receive donated foods as charitable institutions, i.e., to the extent of the needy persons served.

B. Needy persons served. Inmates in correctional institutions may be considered to be in need of food assistance by virtue of having been removed from any legitimate means of livelihood.

III. TYPES OF REHABILITATIVE PROGRAMS

A. General: In determining if a program is rehabilitative, the decisive factor must be whether the inmate or the institution is the principle beneficiary of the activity. If an activity is intended to prepare an inmate for return to society, it may be considered to be rehabilitative. However, work whose primary function is to produce income for the institution or otherwise to assist financially in its administration may be considered to be rehabilitative only if inmates performing the work are thereby gaining skills, attitudes, or work habits which will help them become useful citizens.

The burden of proof as to whether or not a given program or activity is rehabilitative must be on the institution itself. Standards by which correctional institutions may evaluate rehabilitative activities are contained in the Manual of Standards for Adult Correctional Institutions and the Manual of Standards for Adult Community Residential Services issued in 1977 by the Commission on Accreditation of the American Correctional Association. The latter publication is applicable to halfway houses and prerelease centers.

B. Eligible Categories: Participation by inmates in the following activities may be considered to be rehabilitative:

1. Academic education: courses at elementary, high school, college, or postgraduate levels, including study release programs.
2. Vocational education or training: formal courses or on-the-job training in trades.
3. Employment: work experience involving the acquisition, maintenance, or improvement of trade or professional skills, including work release programs.
4. Clinical or counseling services: psychiatric therapy and psychological or other counseling, including chaplain services.
5. Health therapy: treatment of physical disabilities including drug or alcohol addiction which may have contributed to an inmate's breaking of the law.

CERTIFICATION OF REHABILITATION PROGRAM

I, the undersigned, as Institutional Director, or other responsible official, of this correctional institution certify that the majority of its inmates participates at least ten (10) hours weekly in programs of rehabilitation. These are programs described in Section V of U.S. Department of Agriculture FCS (FD) Instructions 706-3, as stated on the previous page, and such programs meet the standards promoted by the American Correctional Association.

In accordance with Section III, 2, eligible categories, outlined on Pages 5 and 6 of the Food Distribution Program Application and Agreement for Charitable Institutions, the number of inmates that are participating in those programs at least ten (10) hours per week is as follows:

1. Academic Education _____
2. Vocational Education or Training _____
3. Employment _____
4. Clinical or Counseling Services _____
5. Health Therapy _____
6. Combination of Two or More of the Above _____
7. None of the Above _____

This certification is in effect from October 1, 20____ through September 30, 20____.

Name of Correctional Institution

Name and Title of Certifying Official

Signature of Responsible Official

FOOD DISTRIBUTION PROGRAM

APPLICATION AND AGREEMENT FOR SUMMER FOOD SERVICE PROGRAMS

Agreement between State Food Distribution Agency and Recipient Agency for food furnished by
the United State Department of Agriculture in accordance with Food and Consumer Service Instruction

RECIPIENT AGENCY

Legal Name

Telephone (Include Area Code)

Street Address or P.O. Box

City

State

ZIP

Federal ID Number

SPONSOR AGENCY (Entry Required) - Give Name of Church, Organization, Government Entity, Etc.

Legal Name

Telephone (Include Area Code)

Street Address or P.O. Box

City

State

ZIP

MAILING INSTRUCTIONS: Return **BOTH** copies to Food Programs, P.O. Box 95044, Lincoln, NE 68509-5044. ONE (1) copy will be returned to you for your records. Records are to be kept for three (3) years.

DEFINITION OF TERMS: In accordance with the agreement between the State of Nebraska Health and Human Services and the United States Department of Agriculture (USDA), the above-named Recipient Agency, hereinafter referred to as RA, hereby makes application for food furnished by the USDA to Nebraska Health and Human Services Food Distribution Program, hereinafter referred to as FDP, and agrees to the following terms and conditions.

All agreements shall be in effect for one year and may be extended at the option of both parties for two additional one-year periods.

The RA named above is operating a nonprofit summer food service program for the benefit of children under the age of 19. The food received under the terms of this application and agreement will be used for the benefit of children participating in this program.

IN REQUESTING AND ACCEPTING DONATED FOOD, THE RA AGREES:

1. The Food Distribution Handbook of Instructions will be read and all requirements outlined in said book shall be met; a copy will remain accessible to those charged with responsibilities in working with this program.
2. To request and accept available USDA food on the basis of utilization so as not to overstock to the point of food value loss or spoilage. **IMPORTANT:** When it is found that the RA has requested items in excess of utilization without spoilage, or loss of food value, it is agreed that the RA may be required to reimburse the FDP at their established value or make satisfactory adjustment as recommended by the FDP. Food found in excess during an administrative review by the FDP can be taken at that time by the reviewer or if a transfer of such food requires shipment by common carrier, the charges to the point designated by the FDP shall be paid by the original RA.
3. That according to this agreement, food received will be used **SOLELY** for the benefit of those children served or assisted by the RA. A food service company will not be employed without notification and approval of the FDP. **UNDER NO CIRCUMSTANCES** will USDA food be sold, traded, disposed of, or used off the premises of the RA as indicated in this agreement without prior approval from the FDP. USDA food will not be processed commercially into a different end product without prior approval by the FDP. If such approval is granted and RA enters into a processing contract to supply USDA food to a processor from its inventory, the RA shall be fully accountable for all USDA foods so delivered and shall keep accurate records of quantities delivered to the Processor, returned from the Processor in the form of finished products and the Processor's current inventory available for processing. All records shall be maintained in accordance with Page 2, Section 12, of this agreement. The use of any USDA food by ineligible recipients constitutes damage to the government under the law. It will be necessary for the RA to make satisfactory settlement with the FDP for the illegal use of such food.
A copy of any agreement with a food service company shall be submitted to the FDP for approval prior to shipment of USDA commodities to the RA.
4. An inventory report must be submitted to the FDP at the close of the feeding period(s), and food on hand must be transferred or otherwise disposed of as directed by the FDP.
5. To assume and accept all liability and responsibilities for the proper storage of USDA food in RA's possession at all times, and to furnish proper storage facilities as recommended by the FDP. Refrigeration/freezer thermometers must be checked daily, and always after a storm. The FDP and USDA are authorized to inspect, at any reasonable time, the food and

Front

the storage facilities. The RA agrees to keep its storage facilities clean and orderly; secure food against theft, damage and contamination; install accurate thermometers, dunnage, and suitable ventilation; maintain specified temperatures for certain foods within their own building; and stock correctly by using all items on the basis of first in-first out. If the recommended storage is not available within the RA's own buildings, it will be permissible to remove the food from the premises for the purpose of providing proper storage in local commercial locker plants, in which case there must be a written agreement that covers any loss of food. **WARNING: DO NOT STORE FOOD WITHIN PRIVATE HOMES.**

6. The RA will report to the FDP all food losses stating the circumstances under which they occurred. The RA must obtain permission before disposing of USDA foods. When food becomes unfit for human consumption or other loss occurs through some fault or negligence on the part of the RA, the RA shall make restitution in payment to the FDP for the value of the food as determined by the FDP. It is recommended that the RA have insurance coverage.

7. That normal food expenditure will not be reduced because of the receipt of USDA food, nor will they be taken into consideration in preparing their food budget.

8. That no food will be used in workshops, demonstrations, or tests without prior approval from the FDP.

9. That if a common kitchen is used in the preparation of meals for children and staff employees, no segregation of USDA food is necessary.

10. That it is the RA's responsibility to verify the kinds, quantities, and condition of all food received from the warehouse and/or carrier at the time of receipt and to acknowledge by signed receipt. When discrepancies exist, they must be notated on the original copy of the invoice (Block 4). RA will notify the FDP at once of any unresolved discrepancies that occur when food is delivered.

11. That payment should be made within fifteen (15) days after receipt of billing from FDP (not from the invoice) of all charges which will include administrative, warehousing, transportation, and processing charges that may accrue in the purchase, receipt, and distribution of foods, or at time of pick-up at the warehouse by the RA.

12. To maintain true and accurate records pertaining to all transactions relating to the receipt, inventory, and disposal of food. Such records, including financial records, shall be retained by the RA for a period of three (3) years, dating from the close of the federal fiscal year to which they pertain, and shall be available during such period for inspection by representatives of the FDP or the USDA at any reasonable time or place, and even though there is a change of personnel, these records are to remain within the office of said RA: (a) Copy of this agreement; (b) Offering sheets; (c) Copies of all invoices for USDA food; (d) Perpetual Inventory; (e) Nebraska Food Distribution Program Handbook of Instructions; (f) Copy of any contract with a food service management company for the preparation of meals including USDA food; and (g) Copy of any processing contracts which involve the use of USDA food.

13. To indemnify and hold harmless the State of Nebraska, its departments, officers, agents, agencies, and employees from any and all claims, demands, damages, costs, expenses, actions, and causes of action arising out of any act or occurrence pertaining to the performance of this contract, including the storage, use, and distribution of any federally donated foods, received hereunder, by the RA, its officers, agents, and employees. This indemnification agreement shall survive the termination of this contract, as hereinafter provided, as to any acts of occurrences performed or to be performed hereunder.

14. That whenever the representative of the RA who signs this agreement is replaced, the officials of the RA will immediately advise the FDP of said change in administration.

15. That either the RA or FDP may terminate this agreement by giving a 30-day notice in writing to the other party. The FDP may cancel this agreement immediately upon receipt of evidence that the terms and conditions thereof have not been fully complied with. Subject to such notice of termination or cancellation of the agreement, the RA agrees to comply with instructions of the FDP--either to distribute all remaining USDA food in accordance with provisions of this agreement, or to transfer such inventories to eligible outlets upon receipt of written authorization from FDP--**USDA food will not be transferred or destroyed without written permission from the FDP**--and to submit such reports as are required by the FDP to record final distribution of such inventories. All expenses of the transfer or return of food shall be borne by the RA. This is in accordance with regulations assuring the FDP of accountability.

16. From time to time the FDP enters into agreements with commercial firms, hereinafter called Processors, and furnishes them certain USDA foods to incorporate into different end products for the purpose of delivering these products to RA at a savings of the value of the USDA food(s) utilized. The Processors have agreed that all USDA food, incorporated in their products, will be furnished at no cost to the RA, and the value of all USDA food will be reflected as a credit in the net cost to the RA.

By virtue of this section of the Agreement, RA becomes a party to those Processing Agreements which have been approved by the FDP in which the RA chooses to participate. This in no way constitutes an obligation by RA to participate in any Processing Agreement but, simply, provides the authorization for such participation.

RA agrees that it will maintain records of all products purchased under these Processing Agreements in accordance with Page 2, Section 12.

IF a RA chooses to supply the USDA food(s) from its own inventory to a Processor it shall be done only in compliance with Page 1, Section 3.

RA agrees to promise the FDP to initiate legal action against any Food Processor who appears to have failed to perform under any agreement made by the RA with such Food Processor for the purpose of processing the federally donated foods given to the RA under this contract.

17. This contract will not be considered valid for Summer Food Service Programs for children until the RA's application with the Nebraska Department of Education has been approved for participation in the Summer Food Service Program for children.

18. **Non-discrimination:** The RA agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the American with Disabilities Act of 1990, P.L. 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The RA agrees that no qualified person with disability shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity of the RA. The RA further agrees to insert similar provisions in all sub-contracts for services allowed under this Agreement under any program or activity.

19. **Lobbying:** (1) If the RA receives federal funds through the Department, for full or partial payment under this Contract, then no federal-appropriated funds will be paid, by or on behalf of the RA, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement or (a) the awarding of any federal contract; (b) the making of any federal grant; (c) the entering into any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. (2) If any funds other than federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the RA shall complete and submit Federal Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

20. **Research:** The service provider may not engage in research utilizing the information obtained through the performance of this Agreement without express written consent of the Director of Nebraska Health and Human Services.

21. Delivery of Donated Foods (Check appropriate response.)

____ Our organization will be responsible for picking up the donated food. All food picked up at the warehouse is on a C.O.D. basis.

____ (Date you would like to pick up foods.)

____ Our organization will accept delivery by a designated carrier. All food delivered by a carrier shall entail the payment of warehouse and transportation charges to this department within fifteen days after receipt of billing.

Delivery will be made during the first week of June (June 2-6)

EXACT location for delivery of foods: _____

Name, title, and telephone number of person responsible for receipt of foods: _____

22. A. First day of food service: _____ and last day: _____
for this Summer Food Service Program.

B. Estimated number of children under 19 to be served per meal: _____

We request the FDP to send all future correspondence, notice of foods available, bills, etc., to our authorized representative as follows:

Name _____

Street Address _____

City _____

State _____

ZIP _____

Phone Number _____

VERIFICATION: I certify that I have carefully read and understood the contents of this agreement, will abide by its terms, and that the information submitted herein is true and correct in all respects, and that records are available to support this.

Signature and Title of Authorized Representative _____

Date _____

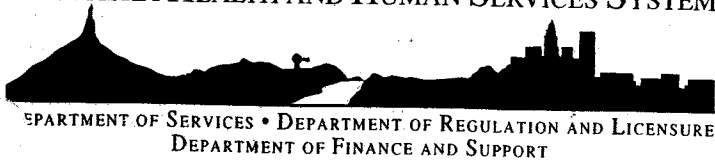
STATE USE ONLY

Approved and certified for the period _____ through _____.

	Number of Eligible Approved	Date Approved
_____	_____	_____

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326_w, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964. USDA is an equal opportunity provider and employer.

DEPARTMENT OF SERVICES • DEPARTMENT OF REGULATION AND LICENSURE
DEPARTMENT OF FINANCE AND SUPPORTSTATE OF NEBRASKA
MIKE JOHANNIS, GOVERNOR*memorandum*

DATE: July 11, 2003

TO: Charitable Institution Administrators

FROM: Julia West, Supervisor
NE Food Programs

RE: Civil Rights

This memorandum is to remind charitable institutions of their responsibilities regarding Civil Rights compliance (Section 14 of the Agreement between your agency and Nebraska Food Programs).

Charitable institutions are required to take actions to ensure that all potentially eligible persons, with an emphasis on minorities, are aware of the organization's services. Recipient agencies are to:

- A. Include the USDA nondiscrimination policy statement on application forms, grievance policies/resident's bill of rights, leaflets, brochures, advertisements, bulletins, and media releases regarding their meals program or application procedures. This statement should read as follows:

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

(This requirement does not apply to institutions receiving participants solely on the basis of court admission.)

- B. Display in a prominent public place in facilities dispensing program benefits to participants or potential participants, the USDA Title VI nondiscrimination poster "...And Justice for All." This poster is available from Food Programs.
- C. Read below a list of several types of grassroots organizations. These organizations work with people who may be in need of the services provided by your organizations and, therefore, may make referrals and contribute to the goal of providing program benefits to all eligible individuals.

DEPARTMENT OF HEALTH AND HUMAN SERVICES
PO Box 95044 LINCOLN, NE 68509-5044 PHONE (402) 471-2306

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

PRINTED WITH SOY INK ON RECYCLED PAPER

LO-CENTRAL

Recipient organizations must establish a notification system to inform the public, with an emphasis on minority and grassroots organizations, of program availability, nondiscrimination provisions, and procedures for filing a complaint. A minimum of three (3) documented contacts must be made every two (2) years. A copy of the documentation is to be kept in the RA's file with the agreement between their organization and Food Programs.

Grassroots organizations include, but are not limited to the following:

Advocacy Groups	Battered Women's Shelters
Homeless Shelters	Food Banks and Pantries
The Urban League	Red Cross
Migrant Councils	Salvation Army
Health Clinics	League of United Latin American Citizens
Legal Aid	Churches
Volunteers of America	Crisis Intervention Organizations
The NAACP	

Enclosed you will find a sample of a written contact to a grassroots organization.

- D. Collect racial/ethnic participation data for applicants to their institution. This data must be maintained on file for the required three (3) years. Data collected is to be available only to authorized personnel within their organization plus Food Programs or the USDA Food and Nutrition Services.

(If your organization collects this type of information for another governmental agency, you should contact Food Programs to ascertain if the information already being collected is sufficient.)

Recording the racial/ethnic identification of applicants may include self-identification when a written application is required. (You should note on the application that the applicant does not have to indicate his/her racial/ethnic background, but that supplying this information is voluntary.) When self-identification is not used, we suggest you record the racial/ethnic designation as observed by your staff, by number code (see categories below), on the application form or in a card file, as being one of the five categories listed below. Staff interviewing the applicant should note on the card which of the five racial/ethnic categories they believe the client is in. for example, Number "1" should be noted on the application if the interviewer believes the potential client is an American Indian.

The applicant codes by race, color, or national origin for the collection and reporting of racial/ethnic data are as follows:

1. American Indian or Alaskan Native. A person having origin of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition; includes Aleuts and Eskimos.
2. Asian or Pacific Islanders. A person having origin in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
3. Blacks (not of Hispanic origin). Persons having origins in the Black racial groups of Africa.
4. Hispanic. A person of Mexican, Puerto Rican, Cuban, Central, or South American or other Spanish culture or origin, regardless of race.
5. White (not of Hispanic origin). A person having origin in any of the original peoples of Europe, North Africa, or the Middle East.

E. If a client wishes to make a civil rights complaint and needs assistance in doing so, the recipient agency organization is required to assist them in filing their complaint with Food and Nutrition Services. The following information pertains to these complaints:

1. Right to File a Complaint. Any person alleging discrimination on the basis of race, color, national origin, age, sex, or disability has a right to file a complaint within 180 days of the alleged discriminatory actions.
2. Acceptance. Recipient agencies shall accept all complaints, written or verbal, and shall forward such complaints to: USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-94100.
3. Verbal Complaints. In the event a complainant makes a verbal allegation or telephone allegation and refuses, or is not inclined to place such allegation in writing, the institution should assist the complainant to contact Food Programs at the Nebraska Health and Human Services (402-471-9291) to obtain assistance for the complainant in writing the complaint. Every effort should be made to have the complainant provide the following information for the complaint:

- a. Name, address, and telephone number or other means of contacting the complainant.
- b. Specific location and name of the organization delivering the service or benefit.

- c. The nature of the incident or action that led the complainant to feel discrimination was a factor.
- d. The basis by which the complainant feels discrimination exists (race, color, national origin, age, sex, or disability).
- e. The name, title, and business addresses of persons who may have knowledge of the discriminatory action.
- f. The date(s) during which the alleged discriminatory action occurred or is continuing, and the duration of such action.

Food Programs will focus on civil rights compliance and the implementation of these requirements during program reviews.

If you have questions regarding this aspect of program participation, please feel free to contact Food Programs at the Nebraska Health and Human Services, P.O. Box 95044, Lincoln, NE 68509-5044, Phone (402) 471-9291.

LAKEFRONT NURSING HOME

(402) 666-6666

2222 Love Street

October 3, 1997

Rev. Bob Grain
United Methodist Church
1223 "T" Street
Lakefront, NE 68999

Dear Rev. Grain:

I would like to take this opportunity to share some information regarding the services provided at Lakefront Nursing Home.

1. 26-Bed Acute Care Wing
2. 72-Bed Intermediate Care Wing
3. Meals on Wheels
4. Adult Day Care
5. In-house Physical Therapy
6. Support Groups for Families Caring for the Elderly

Hopefully, this information will be helpful when referring persons to available programs in our community. If you have concerns or questions about the services, please call me at (402)666-6666.

Lakefront Nursing Home participates in the U.S. Dept. of Agriculture donated food program, thus we are required to notify you of the following:

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202)720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

Sincerely,

Mora K. Lamp, Director

**INSTRUCTIONS FOR COMPLETING
CIVIL RIGHTS PREAWARD COMPLIANCE REVIEW - CHARITABLE INSTITUTIONS**

This form is to be filled out and returned to the Food Distribution Program, along with the other items referenced in this packet, for approval to participate in the Nebraska Food Distribution Program for Charitable Institutions. Follow the procedures outlined below to complete the form:

1. Use information from the Chamber of Commerce, Census Bureau, Public Library, or some other governmental agency to estimate the racial-ethnic makeup of the population of the area your organization serves. For example, if your organization draws participants from the entire state of Nebraska, you would use information relating to the racial/ethnic makeup for the entire state.
2. If this is the first time your organization is requesting participation in the Food Distribution Program, make an estimate as to the racial/ethnic makeup of your enrollment from the most recent fiscal year, or use information you compiled during your past fiscal year to fill out this particular section.
3. Indicate which of the methods you will utilize to assure that minority populations have an equal opportunity to participate in your program.

Include a copy of your brochure, newspaper ad, annual report, or other advertising method your organization uses which contains the USDA civil rights statement as outlined in the Civil Rights Memo.

4. Indicate which method you will use to contact minority or grassroots organizations, in the area served by your program, regarding the opportunity for individuals to utilize your services. This may include mailings or personal visits by a representative of your program to the office of the organization, or vice-versa.
DOCUMENTATION MUST BE SUBMITTED.

5. (Self-explanatory. If you currently do not receive financial assistance from other federal agencies, please mark "none.")

6. (Self-explanatory.)

Failure to properly complete this form may result in a delay in your organization being certified to receive USDA commodities.

If you have questions regarding this matter, please contact the Nebraska Food Distribution Program office at (402) 471-9291. Thank you.

FOOD DISTRIBUTION PROGRAM PREAWARD COMPLIANCE REVIEW

A Preaward Civil Rights Compliance Review is required.

RECIPIENT AGENCY PLEASE COMPLETE

1. Estimate the racial/ethnic makeup of the population of the area to be served (approximate percentages):

_____ American Indian or Alaskan Native

_____ Asian or Pacific Islander

_____ Black (not of Hispanic origin)

_____ Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race)

_____ White (not of Hispanic origin)

(Usually the above requested information can be obtained from the local school district, Chamber of Commerce, Census Bureau, or Public Library.)

2. Racial/ethnic makeup of your enrollment:*

_____ American Indian or Alaskan Native

_____ Asian or Pacific Islander

_____ Black (not of Hispanic origin)

_____ Hispanic

_____ White (not of Hispanic origin)

* Visual identification may be used by institutions to determine a beneficiary's racial/ethnic category. A beneficiary may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging to. The collection of this information is strictly for statistical reporting requirements and has no effect on the determination of a client's eligibility to receive benefits under the program.

3. What efforts will be used to assure that minority populations have an equal opportunity to participate? **(APPLICABLE TO HOSPITALS ONLY IF IN RELATION TO THEIR FOOD SERVICE PROGRAM.)**

_____ District distribution of brochures or program information at public locations.
(INCLUDE A COPY)

Public service announcements in local newspaper, on radio, or on television.
(ENCIRCLE MEDIA TYPE USED AND INCLUDE A COPY)

_____ Paid advertisements in local newspaper. **(INCLUDE A COPY)**

_____ Included in application/admission packet. **(INCLUDE A COPY)**

The item you checked must include the following non-discrimination statement in its entirety:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Rooms 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

4. What efforts will be used to contact minority and grassroots organizations in your area about the opportunity to participate? **(SEND DOCUMENTATION OF CONTACTS. NOT APPLICABLE FOR HOSPITALS.)**

5. Give names of other federal agencies that provide financial assistance to your organization.

6. Have you ever been found to be in noncompliance of the Civil Rights Laws by any federal agency? _____ No _____ Yes
 If yes, please explain.

Signed

 Signature of RA Authorized Representative

 Title

 Date

Agency _____

Return to: **Food Programs, HHS Services, P.O. Box 95044, Lincoln, NE 68509-5044**

Memorandum

DATE: July 9th, 2003
TO: Food Service Managers/Directors
FROM: Food Programs Unit
RE: Food Service Management Contracts

When a Recipient Agency turns U.S. Department of Agriculture (USDA) commodities over to a food service company for client meal preparation, it is imperative that the Recipient Agency contact this office prior to finalizing and signing the agreement with the food service company. This procedure is necessary to insure that certain stipulations are included in that contract.

The necessary contract stipulations as required by USDA are delineated below. The language provided below may be utilized in the aforementioned contract. These provisions may be reworded if desired, but it is important that the intent remain and that each of these points be included in the contract. Failure to do so and/or to provide a copy of this contract to the Food Distribution Programs office prior to implementation of the food service contract services could delay shipments of USDA commodities to the Recipient Agency.

1. "Any USDA-donated foods received by the Recipient Agency and made available to the food service company, shall be utilized in, and benefit only, the Recipient Agency's feeding operation."

2. "Books and records of the food service company pertaining to the feeding operation shall be available for a period of three (3) years. from the close of the federal fiscal year, to which they pertain, for inspection and audit by representatives of the Nebraska Food Distribution Program, USDA, and the General Accounting Office at any reasonable time and place."

3. "The contract must include an explanation or an attachment, which shows how the dollar value of USDA commodities is determined in relation to meal costs and how consideration for USDA-donated foods is made. This description is to indicate how the price the Recipient Agency pays the food service company and will be reduced by the value of any USDA commodities provided to the food service company. The values used in this provision will be the values as established by the USDA and the U.S. Department of Agriculture, Food and Nutrition Service Commodity File. The explanation may be included by using the following language: '[Recipient Agency] shall receive credit value for USDA-donated foods provided to the [Food Service Company]. The credit shall be the value of

the USDA-donated foods as established in January of the current calendar year, in the U.S. Department of Agriculture, Food and Nutrition Service, Commodity File.' The value of each USDA-donated food offered is shown in Column 3 of the Nebraska Food Distribution Program Offering Request Form. [Food service company] must agree to serve, without extra charge, any USDA-donated foods supplied to it by [Recipient Agency] through the Food Distribution Program."

4. "The food service company agrees to comply fully with Title VI, of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans with Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, "In that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant, for such employment, because of age, color, national origin, race, or disability." This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The [food service company] agrees that no qualified person with disability shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the [food service company]. The [food service company] further agrees to insert similar provisions in all contracts for services allowed under this agreement under any program or activity."

5. "The Recipient Agency shall have the right to assert claims against the [food service company] and will take action to obtain restitution in connection with claims arising in its favor for improper distribution, use, loss of, or damage to, USDA-donated foods."

Agencies, individuals, corporation, partnerships, etc., may be debarred or suspended for certain offenses such as criminal conviction for embezzlement, violation of antitrust statutes, etc. Debarment means exclusion from federal financial and non financial assistance and benefits under federal programs and activities. Suspension means a temporary exclusion from such transactions, pending completion of an investigation and proceedings which may ensure (such as debarment).

Recipient Agencies must receive a certification regarding debarment and suspension in the following circumstances:

1. Procurement (service) contracts over \$25,000.*
2. Audit contracts, regardless of amount.
3. Processing contracts, regardless of amount.

*Food Service Management Company regardless of contract value.

If you have any questions, please contact a Food Distribution Program staff member at (402) 471-9244. Thank you.